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Attorneys for Defendant
ISMAEL LOPEZ, individually and d/b/a
CARNICERIA FAMILIA LOPEZ MARKET #3

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

SCOTT JOHNSON,

Plaintiff,

v.

ISMAEL LOPEZ, et al.,

Defendants.

Case No. CV 04-2641-MCE-DAD

**STIPULATION OF DISMISSAL; ORDER
[FRCP 41(a)(2)]**

Plaintiff Scott Johnson (in *pro per*) and defendant Ismael Lopez, individually and d/b/a Carniceria Familia Lopez Market #3 ("Lopez"), (hereinafter collectively, the "Settling Parties") have reached a full and final settlement of all issues in this action between themselves. A Settlement Agreement between the Settling Parties has been fully executed. Plaintiff agrees and acknowledges that the settlement between the Settling Parties also fully resolves the matter between plaintiff and defendant Donald F. DeHaven, individually and as Trustee of the Donald F. DeHaven 1991 Trust, U/D/T dated March 5, 1991 ("DeHaven Trust"). Plaintiff agrees that he is releasing all claims against defendant DeHaven Trust and that defendant DeHaven Trust shall have no responsibility or obligation, by virtue of the Settlement Agreement or this Stipulation of Dismissal, to perform any remedial work at the property that is the subject matter of this action.

Some parts of the Settlement Agreement are to be performed in the future. The Settling Parties shall comply with their Settlement Agreement. The Settling Parties request that the Court

1 retain jurisdiction over this matter for a period of two and one-half years in order to enforce the
2 terms of the Settlement Agreement under the authority of *Kokkonen v. Guardian Life Insurance*
3 *Co. of America*, 511 U.S. 375, 381-82 (1994).

4 Although plaintiff Scott Johnson agrees to dismiss this action with prejudice against all
5 defendants, both Settling Parties agree that the Court should retain jurisdiction over this matter
6 and the Settling Parties in order to be able to enforce the terms of the Settlement Agreement.
7 Accordingly,

8 IT IS HEREBY STIPULATED by and between the parties to this action, through their
9 designated counsel, that plaintiff's action be dismissed with prejudice as and against all
10 defendants pursuant to FRCP 41(a)(2) and that the Court retain jurisdiction over this matter with
11 respect to enforcement of the terms of the Settlement Agreement for a period of two and one-half
12 years from the date of the Court's order.

13 Dated: November 17, 2005

MURPHY AUSTIN ADAMS SCHOENFELD LLP

14 By: /s/ Brian S. Crone

15 KELLY L. BORELLI

16 BRIAN S. CRONE

Attorneys for Defendant

17 ISMAEL LOPEZ, individually and d/b/a

CARNICERIA FAMILIA LOPEZ MARKET #3

18
19 Dated: November 18, 2005

/s/ Scott N. Johnson

20 SCOTT N. JOHNSON

Pro Se Plaintiff

21
22 Dated: November 17, 2005

/s/ Robert C. Lorbeer

23 ROBERT C. LORBEER

Attorney for Defendant

24 DONALD F. DeHAVEN, individually and as

Trustee of the DONALD F. DeHAVEN 1991

25 TRUST, U/D/T dated March 5, 1991
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Based on the foregoing stipulation, and for good cause appearing,

IT IS HEREBY ORDERED:

1. That the above-entitled action is hereby dismissed with prejudice against all defendants pursuant to FRCP 41(a)(2); and

2. That the Court hereby retains jurisdiction over this matter with respect to enforcement of the terms of the Settlement Agreement for a period of 2 ½ years from the date hereof.

Dated: November 29, 2005


MORRISON C. ENGLAND, JR.
UNITED STATES DISTRICT JUDGE